

EXHIBIT 73

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ALLSTATE INSURANCE COMPANY and)	
ALLSTATE LIFE INSURANCE COMPANY,)	
)	
Plaintiffs,)	No. 1:17-CV-05826
)	
v.)	Hon. Steven C. Seeger
)	
AMERIPRISE FINANCIAL SERVICES, INC.,)	
)	
Defendant.)	
)	

**DECLARATION OF LEE MCALLISTER IN SUPPORT
OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

Lee McAllister, under penalty of perjury, declares as follows:

1. I previously was a financial advisor of Ameriprise Financial Services, Inc. ("Ameriprise"), in Fort Wayne, Indiana.
2. I make this declaration in support of Defendant's Motion for Summary Judgment and this declaration is based on my own personal knowledge.
3. I was an Ameriprise financial advisor from April 2015 through October 2016.
4. Before joining Ameriprise, I was an Exclusive Financial Specialist ("EFS") at Allstate Life Insurance Co. ("ALIC") and Allstate Financial Services, LLC ("AFS").
5. I was an independent contractor of ALIC pursuant to an agreement called the L2000S Exclusive Financial Specialist Independent Contractor Agreement. I did not have any contract with Allstate Insurance Co. ("AIC").
6. I was affiliated with ALIC from 2010 until I joined Ameriprise in 2015. Prior to joining ALIC, I had been in the financial-services industry since approximately 2005. I am no longer in the industry.

7. I did not take any ALIC or AIC confidential client information from ALIC when I joined Ameriprise, and no one at Ameriprise encouraged me to do so.

8. I did not solicit any ALIC or AIC customers in violation of my agreement with ALIC, and no one at Ameriprise encouraged me to do so.

9. While affiliated with Ameriprise, I was an “associate financial advisor” employed by a financial advisor, who, in turn, was a franchisee of Ameriprise.

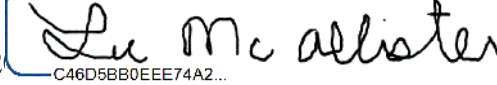
10. I was not employed directly by Ameriprise and was not a contractor or franchisee of Ameriprise.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Executed on:

DATE: 1/19/2021

DocuSigned by:


C46D5BB0EEE74A2...

Lee McAllister

EXHIBIT 74

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ALLSTATE INSURANCE COMPANY and)	
ALLSTATE LIFE INSURANCE COMPANY,)	No. 1:17-CV-05826
)	
Plaintiffs,)	Hon. Steven C. Seeger
)	
v.)	
)	
AMERIPRISE FINANCIAL SERVICES, INC.,)	
)	
Defendant.)	

**DECLARATION OF ROBERT OLVERA IN SUPPORT
OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

Robert Olvera, under penalty of perjury, declares as follows:

1. I previously was a financial advisor associated with Ameriprise Financial Services, Inc. ("Ameriprise"), in Overland Park, Kansas.

2. I make this declaration in support of Defendant's Motion for Summary Judgment and this declaration is based on my own personal knowledge.

3. I was an Ameriprise financial advisor from January 2017 through February 2020.

4. Before joining Ameriprise, I was an Exclusive Financial Specialist ("EFS") at Allstate Life Insurance Co. ("ALIC") and Allstate Financial Services, LLC ("AFS").

5. I was an independent contractor of ALIC pursuant to an agreement called the L2000S Exclusive Financial Specialist Independent Contractor Agreement. I did not have any contract with Allstate Insurance Co. ("AIC").

6. I was affiliated with ALIC from 2015 until I joined Ameriprise in 2017. Prior to joining ALIC, I had been in the financial-services industry since approximately 2003.

7. I did not take any ALIC or AIC confidential client information from ALIC when I joined Ameriprise, and no one at Ameriprise encouraged me to do so.

8. I did not solicit any ALIC or AIC customers in violation of my agreement with ALIC, and no one at Ameriprise encouraged me to do so.

9. While affiliated with Ameriprise, I was an “associate financial advisor” employed by a financial advisor, Michael Ward, who, in turn, was a franchisee of Ameriprise.

10. I was not employed directly by Ameriprise and was not a contractor or franchisee of Ameriprise.

11. As I was joining Ameriprise, I contacted 15-20 people whom I knew to announce that I had joined Ameriprise. I did not use ALIC or AIC information when making these announcements.

12. I left Ameriprise on or around February 28, 2020.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Executed on:

DATE: January 19th, 2021



Robert Olvera

EXHIBIT 75

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 76

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ALLSTATE INSURANCE COMPANY and)	
ALLSTATE LIFE INSURANCY COMPANY,)	No. 1:17-CV-05826
)	
Plaintiffs,)	Hon. Steven C. Seeger
)	
v.)	
)	
AMERIPRISE FINANCIAL SERVICES, INC.,)	
)	
Defendant.)	
)	

**DECLARATION OF BRENT RUPNOW IN SUPPORT
OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

Brent Rupnow, under penalty of perjury, declares as follows:

1. I am an employee of and registered financial advisor associated with Ameriprise Financial Services, Inc. ("Ameriprise"), in Irvine, California.

2. I make this declaration to be submitted as part of Defendant's Motion for Summary Judgment and this declaration is based on my own personal knowledge.

3. I have been an Ameriprise financial advisor since approximately October 2015.

4. Before joining Ameriprise, I was an Exclusive Financial Specialist ("EFS") at Allstate Life Insurance Co. ("ALIC") and Allstate Financial Services, LLC ("AFS").

5. I was an independent contractor of ALIC pursuant to an agreement called the L2000S Exclusive Financial Specialist Independent Contractor Agreement. I did not have any contract with Allstate Insurance Co. ("AIC").

6. I was affiliated with ALIC from 2012 until I joined Ameriprise in 2015. Prior to joining ALIC, I had been in the financial-services industry since approximately 2008.

7. I did not take any ALIC or AIC confidential client information from ALIC when I joined Ameriprise, and no one at Ameriprise encouraged me to do so.

8. I did not solicit any ALIC customers in violation of my agreement with ALIC, and no one at Ameriprise encouraged me to do so.

9. Before I joined ALIC, I owned a Registered Investment Adviser ("RIA") firm.

10. To the best of my recollection, nearly all of the ALIC clients with whom I eventually did securities business after joining Ameriprise had been securities clients of mine at my RIA.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Executed on:

DATE: January 22, 2021


Brent Rupnow

EXHIBIT 77

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 78

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 79

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ALLSTATE INSURANCE COMPANY and)	
ALLSTATE LIFE INSURANCE COMPANY,)	No. 1:17-CV-05826
)	
Plaintiffs,)	Hon. Steven C. Seeger
)	
v.)	
)	
AMERIPRISE FINANCIAL SERVICES, INC.,)	
)	
Defendant.)	

**DECLARATION OF SCOTT TAUBMAN IN SUPPORT
OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

Scott Taubman, under penalty of perjury, declares as follows:

1. I am a franchisee of and registered financial advisor associated with Ameriprise Financial Services, Inc. ("Ameriprise").
2. I make this declaration in support of Defendant's Motion for Summary Judgment and this declaration is based on my own personal knowledge.
3. I joined Ameriprise as a financial advisor in March 2017.
4. Before joining Ameriprise, I was an Exclusive Financial Specialist ("EFS") at Allstate Life Insurance Co. ("ALIC") and Allstate Financial Services, LLC ("AFS").
5. I was an independent contractor of ALIC pursuant to an agreement called the L2000S Exclusive Financial Specialist Independent Contractor Agreement. I did not have any contract with Allstate Insurance Co. ("AIC").
6. I was affiliated with ALIC from 2008 until I joined Ameriprise in 2017. Prior to joining ALIC, I had been in the financial-services industry since approximately 2004.
7. When I left ALIC, I transferred electronic files related to my work for ALIC and AFS from a computer that I owned onto a flash drive. I deleted the files from the computer and

stored the flash drive in a safe at my house. The flash drive remained in the safe until it was given to a forensic technician during litigation with ALIC.

8. No one at Ameriprise directed or encouraged me to transfer the electronic files on to the flash drive, and I did not give the flash drive to anyone at Ameriprise.

9. I did not solicit any ALIC or AIC customers in violation of my agreement with ALIC, and no one at Ameriprise encouraged me to do so.

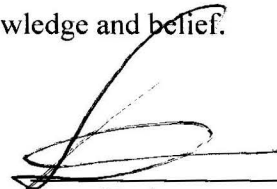
10. I announced the fact that I joined Ameriprise only to securities clients with whom I did business on behalf of AFS.

11. I did not use the data on the flash drive at any time when announcing my move to Ameriprise.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Executed on:

DATE: JANUARY 21, 2021



Scott Taubman

EXHIBIT 80

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 81
Provisionally Filed Under Seal
Pursuant to LR26.2(c)

EXHIBIT 82

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 83

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 84

Exhibit Intentionally Omitted

EXHIBIT 85

(<https://agents.allstate.com>)

My Account (<https://myaccount.rwd.allstate.com/anon/account/login?intcid=AWS|MyAccount>) En Español ([es/edward-vasquez-phoenix-az.html?intcid=AWS|Espanol](https://myaccount.rwd.allstate.com/anon/account/login?intcid=AWS|Espanol))

Allstate Insurance Agent Edward Vasquez, Phoenix AZ | Home, Life, Motorcycle and Car Insurance Quotes



★★★★★
71 reviews

Edward Vasquez



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Ste 115
Phoenix, AZ (Arizona) 85014

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Get a Quick, Personalized Insurance Quote. Select a Product to Begin.



About Edward Vasquez - Phoenix Allstate Insurance Agent



ANIMALS



CAR CRAZY



FAMILY



HEALTH/FITNESS



MUSIC



SELF-IMPROVEMENT



TECHNOLOGY



TRAVEL

For more than six years, our Allstate agency has specialized in providing customers with the knowledge and information they need to make wise and educated decisions about the coverage they choose to protect their homes, their vehicles, their **personal property** (<https://www.allstate.com/tools-and-resources/insurance-basics/personal-property-coverage.aspx>) and their financial futures.

Our commitment to excellent service includes Saturday hours, making it easier to speak to a live person in our central Phoenix office if you have questions about homeowners insurance, auto insurance, life insurance and more. Most of the policies and services can be customized to fit each person's specific life, and we welcome the opportunity to help both the current and potential customers the different coverage options that would be appropriate for their immediate and long-term needs. And as those needs change over time—a new automobile, a different address or an additional family member—we'll be there to help the customers consider the necessary adjustments and make the right choices to cover their cars, their homes and their loved ones.

No matter where you live in Arizona, we look forward to helping you protect what's most important in your life!

INDUSTRY SERVICES

Notary Public for the state of Arizona for over 5 years



AWARDS

Allstate Leader's Forum-2 years
Circle of Champions-2 years
Inner Circle Elite-1 years
Honor Ring-2 years

Contact

ALLSTATE INSURANCE AGENT:
Edward Vasquez



PHONE:
(480) 999-7222



EMAIL:
edwardvasquez@allstate.com
(<https://messaging.allstate.com/AgentMessage.aspx?AC=0B1812&LG=&intcid=AWS|Email>)



ADDRESS:
3508 N 7th St
Ste 115
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[2C+AZ+85014+US+%](http://www.google.com/maps?q=3508+N+7th+St%2C+Ste+115%2C+Phoenix%2C+AZ+85014+US+%28Allstate+Insurance+Agent%3A+Edward+Vasquez%29&output=classic)

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[3A+Edward+Vasquez%](http://www.google.com/maps?q=3508+N+7th+St%2C+Ste+115%2C+Phoenix%2C+AZ+85014+US+%28Allstate+Insurance+Agent%3A+Edward+Vasquez%29&output=classic)

[29&output=classic](http://www.google.com/maps?q=3508+N+7th+St%2C+Ste+115%2C+Phoenix%2C+AZ+85014+US+%28Allstate+Insurance+Agent%3A+Edward+Vasquez%29&output=classic))



LANDMARKS:
We are located on 7th Street
between Indian School Rd and
Osborn Rd. We are in a yellow

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AREAS SERVED:
Proud to serve the areas of
Tempe, Surprise, Scottsdale,
Mesa, Central Phoenix, Surprise,
Peoria, Glendale, Gilbert, Anthem,
San Tan Valley, Paradise Valley.
Call or email me today for a
personalized insurance review.

★★★★★

LISA B.

March 11, 2017

Love Edward and his team!!!!



Response from Edward Vasquez

March 20, 2017

Thank you Lisa! We love working with you too!

Unexpected road emergencies occur, Allstate's roadside assistance products offer peace of mind 24/7.

★★★★★

KELLY K.

March 9, 2017

Friendly, and quick to make a change in the policy.



Response from Edward Vasquez

March 20, 2017

Kelly, I am glad you have been pleased with our service. We appreciate you!

Learn more
(<https://www.allstate.com>)

★★★★★

AMADO D.

March 9, 2017

Everyone person within this office has been, cordial, knowledgeable and happy to help out with any questions.



Response from Edward Vasquez

March 20, 2017

Amado, Thanks so much for the positive feedback. We enjoy working with you and look forward to serving your insurance needs for years to come.

★★★★★

suzanne j.

March 9, 2017

We couldn't have asked for better service! In every aspect Edward was prompt, courteous and informative!



Response from Edward Vasquez

March 20, 2017

Suzanne, Thank you for the positive feedback. Thank you for being part of the Allstate family!

Newest **Newer** 1 2 3 4 5 **Older** **Oldest**

Allstate Online Review Policy (<https://www.allstate.com/about/why-an-agent/online-review-policy.aspx>)

Meet the Team



Edward Vasquez
Agency Owner



**Monthly Car Payment
Calculator**

Vehicle shopping? Figure out the approximate monthly payment based on your down payment, loan term, interest rate and trade-in value.

Get started
(<https://www.allstate.com/tools-and-resources/car-insurance/car-payment-calculator.aspx>)

Request An Appointment with Edward Vasquez

Want to request an appointment for a call or visit? Use the calendar to pick the date you'd like to visit and then choose a time. While we can't guarantee agency availability, your request will route to the agency inbox and we'll do our best to accommodate your schedule.

First, select a date from the calendar:

Next, select a time:

Select a time

Select a Date

Send request >

« < June 2018 > »						
SU (SUNDAY)	MO (MONDAY)	TU (TUESDAY)	WE (WEDNESDAY)	TH (THURSDAY)	FR (FRIDAY)	SA (SATURDAY)
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Edward Vasquez is insurance licensed in the state(s) of Arizona, Texas, and Washington. If you do not reside in the state(s) of Arizona, Texas, or Washington, please go to the **Find an Agent** (<https://agents.allstate.com>) section on allstate.com to search for another Allstate Agent or Personal Financial Representative.

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Servando Guerrero



Servando Guerre Guerrero

[UNLOCK PROFILE](#)

- ✓ Aliases: Servando G Marquez
- ✓ Male, Age 46
- ✓ Locations: Phoenix, AZ



Unlock this profile to monitor for updates!

Unlock this profile to monitor it and be notified of any updates.



Personal Details

Full Name, Age, Relationship Status, and More



Contact Information

Phone, Email, Business Contacts, and Full Address



Location History

Current & Previous Address and Neighborhood Information



Photos & Online Profiles

Social Profile, Photos, and Videos from Top Online Sites



Family Background

Family Members, Relatives, Spouse Info



Court & Historic Records

Full Background Check (May require additional fee)

Servando Guerrero



Customer Testimonials



"As a diligent investigator looking to get all data and decide for myself what is important to my case, Spokeo has set me leaps and bounds ahead of my peers in desktop investigation."

Rick M.



"The services and search filters worked great for me. I used them to find my biological father, whom I had never met, after 29 years. I will continue to refer people to Spokeo."

Edward M.



"Thanks to Spokeo, I found out that I was dating a married man and it broke my heart. This website was very helpful indeed."

Bridget K.

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Servando Guerrero



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Allstate Insurance Agent Tony M. Silva, Phoenix AZ | Home, Life, Motorcycle and Car Insurance Quotes



Tony M. Silva

LUTCF

12801 N 28th Dr
Ste 11
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★★★★★
76 reviews

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kDFXtr3YK4NNYSeQoQ5A6icY2M-0gq0P0sFn98/204x20

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QUOTE

LIFE
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QUOTE

ATV
INSURANCE
QUOTE

BOAT
INSURANCE
QUOTE

About Tony M. Silva - Phoenix Allstate Insurance Agent

ATHLETE

GARDENING

SPORTS FAN

COLLECTING

MILITARY SERVICE

TRAVEL

FAMILY

OUTDOOR ACTIVITIES

AWARDS

Honor Ring-13 years

COMMUNITY INVOLVEMENT

Knights of Columbus
Former President of the ASU West Alumni Association

20+ YEARS OF SERVICE

Contact

ALLSTATE INSURANCE AGENT:
Tony M. Silva

PHONE:
(602) 863-2909

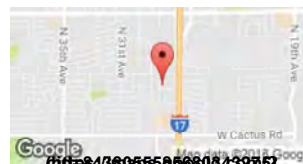
FAX:
(602) 863-9940

EMAIL:
tonysilva2@allstate.com
(<https://messaging.allstate.com/AgentMessage.aspx?AC=074418&LG=&intcid=AWS|Email>)

ADDRESS:
12801 N 28th Dr
Ste 11
Phoenix, AZ (Arizona) 85029
Get Directions
(<https://maps.google.com/?cid=8438055585680343275>)

LANDMARKS:
west of I17 on cactus rd, take right
on first light which is 28th dr. go
north to 12801 n 28th dr.

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Customer Reviews

★★★★★ 76 reviews

Sort by:

★★★★★

MARIUS D.
January 17, 2018

very happy

★★★★★

DOREENA G.
January 8, 2018

It's great! Never any issues. Would definitely recommend to friends and family.

★★★★★

TERESA S.
December 17, 2017

MARIA T.
November 20, 2017
good



EZATMIR A.
November 9, 2017
Very likely



NATHAN L.
November 2, 2017

Great service and good prices, saved me alot of money over my other options.



VICTORIA L.
October 27, 2017

Tony is such a great guy. Whenever I contact the office, I get great service.



DANIELA J.
October 25, 2017

I've been with you, I think, for more then 15 Years. In all of this time you deliver on your promise, when I needed. I like that! Always ready to help!

Newest Newer 1 2 3 4 5 Older Oldest

Allstate Online Review Policy (<https://www.allstate.com/about/why-an-agent/online-review-policy.aspx>)

Meet the Team



Lisa Saxon
Licensed Sales Producer



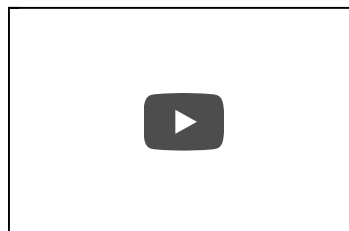
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View claims
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Pay bill
(<https://myaccount.rwd.allstate.com/anon/accountintcid=AWS|PayBill&returnurl=/secured/billing/payment-center>)

Here to Help You



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om/to m/in/t z/allst Rgge
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aagen m- insura
cy) silva- nce-
Added Peace of Mind on
the Road.
silva-
phoen
ix)

Find out how adding Towing & Labor/Roadside Help to your auto policy can help you to drive prepared.

Learn more
(<https://www.allstate.com/roadside-assistance/towing-labor.aspx>)

Request An Appointment with Tony M. Silva

Want to request an appointment for a call or visit? Use the calendar to pick the date you'd like to visit and then choose a time. While we can't guarantee agency availability, your request will route to the agency inbox and we'll do our best to accommodate your schedule.

First, select a date from the calendar:

Select a Date

Next, select a time:

Select a time ▼

Send request >

« < June 2018 > »

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First Name:

Ezatmir

Last Name:

Alam

Location:

All States

[This is me](#)[VIEW RECORD](#)[Home](#)[People Search](#)[Last Name \(A\)](#)[Ezatmir Alam](#)

EZATMIR ALAM: 1 MATCH!

We located Ezatmir Alam in Phoenix, Arizona and Albuquerque, New Mexico.

[I want more information on Ezatmir Alam >>](#)

Access **Ezatmir Alam's** report

■ **New Data Found!**

[CLICK TO LEARN MORE](#)

[Arizona](#)

1

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ARIZONA

Ezatmir Alam

Phoenix, Arizona | 63 years old

This report for **Ezatmir Alam** was found in Phoenix, Arizona, listed as "**Ezatmir Alam**", age 63. Ezatmir was also found in Albuquerque, New Mexico. Relatives include Alia Alam, Asibullah P Alam, Mohammed Shah Alam, Mustafa Mohammad Alam, and Safiullah P Alam.

Location History

Phoenix, AZ 85029; Albuquerque, NM, in zip codes 87113 and 87111.

Relatives

[Alia](#), [Asibullah P](#), [Mohammed Shah](#), [Mustafa Mohammad](#), and [Safiullah P Alam](#)

Telephone Numbers

(505) 237-8104

(505) 220-4823

(505) 907-1655

(718) 267-7636

[Unlock Phone Numbers](#)

Possible Criminal Records for Ezatmir Alam

Case Number: M60T*****

Date: January 15, 2003

[View Additional Criminal Records](#)
Location: County Criminal Office of Courts, NM

[VIEW RECORD](#)

Did you find this information useful?

[Yes](#)[No](#)

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(<https://agents.allstate.com>)

My Account (<https://myaccountrwd.allstate.com/anon/account/login?intcid=AWS|MyAccount>)

Allstate Insurance Agent Vincent J. Scanelli, Colts Neck NJ | Home, Life, Motorcycle and Car Insurance Quotes



Vincent J. Scanelli

LUTC, MSM, CLTC



186 Route 537
Colts Neck, NJ (New Jersey)
07722

★★★★★
[122 reviews](#)

Get Directions
(<https://maps.google.com/?cid=6595602668028749187>)

EKYh-YGRlyuTLzchkZHOjHoHPGBEJMHfigl-7U/350x400.j

PHONE: (732) 431-4033

Email(<https://messaging.allstate.com/AgentMessage.aspx?AC=090490&LG=&intcid=AWS|Email>)

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CONDO INSURANCE QUOTE

RENTERS INSURANCE QUOTE

MOTORCYCLE INSURANCE QUOTE

BUSINESS INSURANCE QUOTE

LIFE INSURANCE QUOTE

ATV INSURANCE QUOTE

BOAT INSURANCE QUOTE

About Vincent J. Scanelli - Colts Neck Allstate Insurance Agent

- | | | |
|--------------------|--------------|------------------|
| ANIMALS | ART | CAR CRAZY |
| COLLECTING | FAMILY | MUSIC |
| OUTDOOR ACTIVITIES | POWER SPORTS | SELF-IMPROVEMENT |
| SPIRITUAL | TECHNOLOGY | VOLUNTEERISM |

I've lived in Colts Neck my entire life. Through the years, I've come to know many local families and developed many relationships. This local connection has helped me better understand the needs of Allstate customers, especially when it comes to their financial needs. From retirement accounts to college savings I'm available to help customers with a variety of financial solutions

One of the things I like best about working with Allstate is the variety of products and services I can offer customers. More than insurance, I can offer a variety of solutions to address their financial needs – such as saving for a child's education or retirement.

As your Allstate agent, I can help you understand how the choices you make – such as the car you drive – affect your insurance rate. I'm committed to helping you get your appropriate level of protection and make it easy to do business with Allstate.

EDUCATION

B.A. Kean College

CIVIC SERVICES

Someone Special Needs You - President ssny
New Horizons in Autism - Board of Directors
DOORS President- Douglas College
Autism NJ -Presenter
Fraternal Organization of Elks
Olive Branch Lodge Free Masons
Optimist Club

AWARDS

Allstate Financial Leader Award-10 years
Inner Circle Elite-3 years
Circle of Champions-10 years
Honor Ring-10 years
Million Dollar Round Table (MDRT)-10 years

Contact

ALLSTATE INSURANCE AGENT:
Vincent J. Scanelli

PHONE:
(732) 431-4033

FAX:
(732) 431-0180

EMAIL:
vincentscanelli@allstate.com
(<https://messaging.allstate.com/AgentMessage.aspx?AC=090490&LG=&intcid=AWS|Email>)

ADDRESS:
186 Route 537
Colts Neck, NJ (New Jersey)
07722

Get Directions
(<https://maps.google.com/?cid=6595602668028749187>)

LANDMARKS:
we are located about 500 feet west of the intersection of Rt 34 and Rt 537 heading towards freehold

AREAS SERVED:
Proud to serve the areas of Colts Neck, Holmdel, Freehold. Call or email me today for a personalized insurance review.



OFFICE HOURS:
Mon 9:00 AM - 5:00 PM
Tue 9:00 AM - 7:00 PM



Customer Reviews

★★★★★ 122 reviews

Sort by:

★★★★★

ALEXEI P.

May 2, 2017

Very professional service, clear explanations.

★★★★★

Richard D.

April 28, 2017

Excellent. . 5 star!



Response from Vincent J. Scanelli

April 29, 2017

Rich Thank you so much for your confidence !

★★★★★

NUNZIO I.

April 22, 2017

I Have been up to your office several times for service and Pat took care of me each time and i have to say she goes above and beyound to help. Vincent you should be proud to have

[+ Read more](#)



Response from Vincent J. Scanelli

April 24, 2017

Thank you Nunzio for your kind word and Yes I'm very proud of Patricia and our entire team! Thank you for your review!

Response from NUNZIO I.

April 24, 2017

Thank you all Nunzio

★★★★★

MELISSA S.

April 14, 2017

It is always a pleasure speaking with Allstate especially my agent Pat Kleiman in Colts Neck, NJ. She always has wonderful advise and reassures me that all will be taken care of wh

[+ Read more](#)



Response from Vincent J. Scanelli

April 17, 2017

Thank you Melissa -its wonderful to hear that our staff cares as much as they do ! Thank you again Vince

★★★★★

LAWRENCE I.

April 5, 2017

I've been a client with Pat Kleiman for over 10 years. Pat along with everyone at Colts Neck, NJ Allstate are excellent. I would highly recommend them. Always educated and explain

[+ Read more](#)

Response from Vincent J. Scanelli

Print ID card

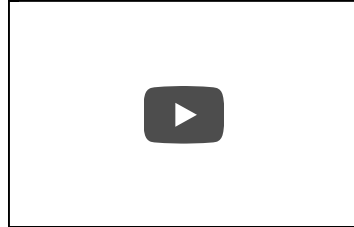
(<https://myaccountrwd.allstate.com/anon/accountintcid=AWS|PrintIDCards&returnurl=/secured/do-center>)

View claims

(<https://myaccountrwd.allstate.com/anon/accountintcid=AWS|ViewClaims&returnurl=/secured/claim-pay-bill>)

Pay bill
(<https://myaccountrwd.allstate.com/anon/accountintcid=AWS|PayBill&returnurl=/secured/billing/pay-center>)

Here to Help You



Recipient of the Patriotic Employer Award



We received recognition from the Office of the Secretary of Defense as a Patriotic Employer because one of our employees was deployed on a 30-day assignment. We are proud to support our military in the National Guard and Reserve Forces, and we are honored to receive this distinguished award.

New Horizons in Autism Receives Allstate Foundation Grant

With the Refer Friends and Family program, get a \$75 credit when your referral signs up for an auto policy with me. Plus, you can bank up to three credits at a time! Only Allstate New Jersey offers that.

* cost varies

Get started
(mailto:vincentscanelli@allstate.com?Subject=Allstate%20New%20Jersey%20Referral%20Rewards)

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First, select a date from the calendar:

Next, select a time:

Select a time

Select a Date

Send request >

<< < June 2018 > >>

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24	25	26	27	28	29	30

Referral Rewards: The referred customer must purchase an auto policy with Allstate New Jersey Property and Casualty Insurance Co. Under extremely rare circumstances the actual credit may be less than \$75. These circumstances include instances where the premium charged is less than the credit amount. Maximum of three rewards can be banked at a time. Other rules and conditions apply.

*Note: In Florida, Allstate agencies are authorized to represent a number of companies that are part of the Allstate family. Through these separate and distinct companies a wide variety of insurance products are available. For example, auto insurance in Florida is available from Allstate Insurance Company, Allstate Indemnity Company and Allstate Property and Casualty Insurance Company (Home Office: Northbrook, IL). Property insurance, such as homeowners, condominium owners and renters insurance is available in Florida from Castle Key Insurance Company and Castle Key Indemnity Company (Home Offices: St. Petersburg, FL).

It's important to note that Castle Key Insurance Company and Castle Key Indemnity Company are separate and distinct companies from each other and from Allstate Insurance Company, Allstate Indemnity Company, Allstate Property and Casualty Insurance Company and Allstate Life Insurance Company. This means, for example, that property insurance products provided by Castle Key Insurance Company and Castle Key Indemnity Company are not underwritten or reinsured by Allstate Insurance Company or Allstate Life Insurance Company.

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Check the background of this firm on FINRA's **BrokerCheck** (<http://brokercheck.finra.org>) website.



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Allstate Agents (https://agents.allstate.com/) / NJ (usa/nj) / Colts Neck Insurance Agents (usa/nj/colts-neck) / Vincent J. Scanelli
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PEOPLE


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REVERSE ADDRESS

BUSINESS

Nunzio L Innucci Sr.


Colts Neck NJ






Nunzio L Innucci Sr.

Age 80+



(577) 572 - 6194


[View mobile info](#)



CURRENT ADDRESS


5 Raleigh Pass

Colts Neck NJ 07722-1755

[SHOW MAP](#) 

More about Nunzio L Innucci Sr.


[PREMIUM](#)



FAMILY MEMBERS

Relatives of Nunzio L Innucci Sr.


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PHONE NUMBERS

Mobile and landline info


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CRIME & TRAFFIC

Records from legal databases

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PREVIOUS ADDRESSES

Full address history

EXHIBIT 86

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Allstate Insurance Agent
Vincent J. Scanelli, Colts Neck, NJ

LUTCf, MSM, CLTC

200 reviews



186 Route 537
Colts Neck, NJ 07722

(732) 431-4033 24/7



Email



Quote



Appointment

[View location details & hours](#)



Local Allstate Agent: Meet Vincent J. Scanelli





Log in



Products we offer:



Auto



Home



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Renters



Motorcycle



Business



Life



ATV



Boat

Get a Quote

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Our team



Log in

vincent-j-scanelli

Recent reviews

Newest

Jagannath S.

Aug. 26, 2020

A pleasant experience dealing with all the agents!!



Agent Response

Aug. 26, 2020

Thank you very much it easy when we have such grea [read more...](#)

Andrew C.

Aug. 24, 2020

I'm new to Allstate but I like the customer service so far.

Vincent J.B.

Aug. 18, 2020

VERY VERY GOOD MR. SCANELLI
Very helpful and quick to pr



Agent Response

Aug. 18, 2020

Thank you for your review
I hope you are happy
Thank you for your



Log in

JOHN A.

Aug. 24, 2020

Nathan S.

Aug. 24, 2020

Good



Agent Response

Aug. 24, 2020

Sums it up !
Thank you !

Anthony F.

Aug. 23, 2020

Ed is great. Easy to work with.



Agent Response

Aug. 24, 2020

Yes agreed ! Thank you for the feed back - remembe [read more...](#)

1 2 3 4 5



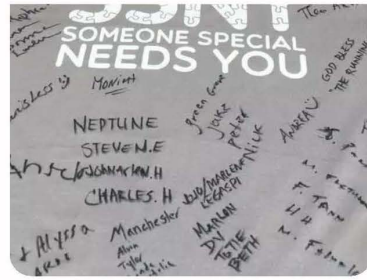
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Local events & news





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A Great Time at 2018 Walk for Someone Special Needs You

Support for Sc

We want to thank everyone who supported the 2018 Walk for Someone Special Needs You in June. We really enjoyed seeing everyone. The 2018 Walk for Someone Special Needs You raised money to help individuals with autism take a vacation, which some have never been able to do. We [read more...](#)

Helping people is at the cor happy to support Someone to back their cause. Becaus Foundation provided Some [read more...](#)

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Frequently Asked Questions

What are your agency hours?



Are you open on weekends?



Can I text your agency with questions?
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What languages do you speak?



*Note: In Florida, Allstate agencies are authorized to represent a number of companies that are part of the Allstate family. Through these separate and distinct companies a wide variety of insurance products are available. For example, auto insurance in Florida is available from

Do you have more than one location?
Allstate Insurance Company and Allstate Property and Casualty Insurance Company(Home Office:Northbrook, IL). Property insurance, such as homeowners, condominium owners and renters insurance is available in Florida from Castle Key Insurance Company and Castle Key Indemnity Company(Home Offices: St. Petersburg, FL).

It's important to note that Castle Key Insurance Company and Castle Key Indemnity Company are separate and distinct companies from each other and from Allstate Insurance Company, Allstate Indemnity Company, Allstate Property and Casualty Insurance Company and Allstate Life Insurance Company. This means, for example, that property insurance products provided by Castle Key Insurance Company and Castle Key Indemnity Company are not underwritten or reinsured by Allstate Insurance Company or Allstate Life Insurance Company.

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EXHIBIT 87

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 88

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 89

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 90
Provisionally Filed Under Seal
Pursuant to LR26.2(c)

EXHIBIT 91



BrokerCheck Report

STEPHEN JOHN CARUSO

CRD# 3020510

<u>Section Title</u>	<u>Page(s)</u>
Report Summary	1
Broker Qualifications	2 - 3
Registration and Employment History	5 - 6
Disclosure Events	7

AFS100039793



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- **What is included in a BrokerCheck report?**
- BrokerCheck reports for individual brokers include information such as employment history, professional qualifications, disciplinary actions, criminal convictions, civil judgments and arbitration awards. BrokerCheck reports for brokerage firms include information on a firm's profile, history, and operations, as well as many of the same disclosure events mentioned above.
- Please note that the information contained in a BrokerCheck report may include pending actions or allegations that may be contested, unresolved or unproven. In the end, these actions or allegations may be resolved in favor of the broker or brokerage firm, or concluded through a negotiated settlement with no admission or finding of wrongdoing.
- **Where did this information come from?**
- The information contained in BrokerCheck comes from FINRA's Central Registration Depository, or CRD® and is a combination of:
 - o information FINRA and/or the Securities and Exchange Commission (SEC) require brokers and brokerage firms to submit as part of the registration and licensing process, and
 - o information that regulators report regarding disciplinary actions or allegations against firms or brokers.
- **How current is this information?**
- Generally, active brokerage firms and brokers are required to update their professional and disciplinary information in CRD within 30 days. Under most circumstances, information reported by brokerage firms, brokers and regulators is available in BrokerCheck the next business day.
- **What if I want to check the background of an investment adviser firm or investment adviser representative?**
- To check the background of an investment adviser firm or representative, you can search for the firm or individual in BrokerCheck. If your search is successful, click on the link provided to view the available licensing and registration information in the SEC's Investment Adviser Public Disclosure (IAPD) website at <https://www.adviserinfo.sec.gov>. In the alternative, you may search the IAPD website directly or contact your state securities regulator at <http://www.finra.org/Investors/ToolsCalculators/BrokerCheck/P455414>.
- **Are there other resources I can use to check the background of investment professionals?**
- FINRA recommends that you learn as much as possible about an investment professional before deciding to work with them. Your state securities regulator can help you research brokers and investment adviser representatives doing business in your state.



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For additional information about the contents of this report, please refer to the User Guidance or www.finra.org/brokercheck. It provides a glossary of terms and a list of frequently asked questions, as well as additional resources. For more information about FINRA, visit www.finra.org.

Thank you for using FINRA BrokerCheck.

STEPHEN J. CARUSO

CRD# 3020510

This broker is not currently registered.

Report Summary for this Broker

This report summary provides an overview of the broker's professional background and conduct. Additional information can be found in the detailed report.

Broker Qualifications

This broker is not currently registered.

This broker has passed:

- 0 Principal/Supervisory Exams
- 2 General Industry/Product Exams
- 2 State Securities Law Exams

Registration History

This broker was previously registered with the following securities firm(s):

- B AMERIPRISE FINANCIAL SERVICES, INC.**
CRD# 6363
NEW YORK, NY
02/2012 - 06/2016
- B ALLSTATE FINANCIAL SERVICES, LLC**
CRD# 18272
NEW YORK, NY
09/2009 - 02/2012
- B POINTE CAPITAL, INC.**
CRD# 112097
TAMPA, FL
09/2008 - 07/2009

**Disclosure Events**

All individuals registered to sell securities or provide investment advice are required to disclose customer complaints and arbitrations, regulatory actions, employment terminations, bankruptcy filings, and criminal or civil judicial proceedings.

Are there events disclosed about this broker? **Yes**

The following types of disclosures have been reported:

Type	Count
Criminal	1
Customer Dispute	4
Termination	1

Investment Adviser Representative Information

The information below represents the individual's record as a broker. For details on this individual's record as an investment adviser representative, visit the SEC's Investment Adviser Public Disclosure website at

<https://www.adviserinfo.sec.gov>

AFS100039795

Broker Qualifications



Registrations

This section provides the self-regulatory organizations (SROs) and U.S. states/territories the broker is currently registered and licensed with, the category of each license, and the date on which it became effective. This section also provides, for every brokerage firm with which the broker is currently employed, the address of each branch where the broker works.

This broker is not currently registered.

Broker Qualifications



Industry Exams this Broker has Passed

This section includes all securities industry exams that the broker has passed. Under limited circumstances, a broker may attain a registration after receiving an exam waiver based on exams the broker has passed and/or qualifying work experience. Any exam waivers that the broker has received are not included below.

This individual has passed 0 principal/supervisory exams, 2 general industry/product exams, and 2 state securities law exams.

Principal/Supervisory Exams

Exam	Category	Date
No information reported.		

General Industry/Product Exams

Exam	Category	Date
B Securities Industry Essentials Examination	SIE	06/06/2016
B General Securities Representative Examination	Series 7	10/26/1999

State Securities Law Exams

Exam	Category	Date
IA Uniform Investment Adviser Law Examination	Series 65	01/18/2001
B Uniform Securities Agent State Law Examination	Series 63	10/15/1999

Additional information about the above exams or other exams FINRA administers to brokers and other securities professionals can be found at www.finra.org/brokerqualifications/registeredrep/.

www.finra.org/brokercheck

User Guidance

Broker Qualifications



Professional Designations

This section details that the representative has reported **0** professional designation(s).

No information reported.

AFS100039798

Registration and Employment History



Registration History

The broker previously was registered with the following firms:

Registration Dates	Firm Name	CRD#	Branch Location
B 02/2012 - 06/2016	AMERIPRISE FINANCIAL SERVICES, INC.	6363	NEW YORK, NY
B 09/2009 - 02/2012	ALLSTATE FINANCIAL SERVICES, LLC	18272	NEW YORK, NY
B 09/2008 - 07/2009	POINTE CAPITAL, INC.	112097	TAMPA, FL
B 02/2005 - 09/2008	WACHOVIA SECURITIES, LLC	19616	NEW YORK, NY
B 10/1999 - 03/2005	CITICORP INVESTMENT SERVICES	23988	LONG ISLAND CITY, NY

Employment History

This section provides up to 10 years of an individual broker's employment history as reported by the individual broker on the most recently filed Form U4.

Please note that the broker is required to provide this information only while registered with FINRA or a national securities exchange and the information is not updated via Form U4 after the broker ceases to be registered. Therefore, an employment end date of "Present" may not reflect the broker's current employment status.

Employment	Employer Name	Position	Investment Related	Employer Location
05/2016 - Present	BELPOINTE ASSET MANAGEMENT, LLC	INVESTMENT ADVISOR REPRESENTATIVE	Y	Greenwich, CT, United States
05/2016 - Present	BELPOINTE INSURANCE, LLC	INSURANCE PRODUCER	Y	GREENWICH, CT, United States
02/2012 - 05/2016	AMERIPRISE FINANCIAL SERVICES, INC.	FINANCIAL ADVISOR	Y	NEW YORK, NY, United States
07/2009 - 02/2012	ALLSTATE INSURANCE COMPANY	AGENT	N	NEW YORK, NY, United States

Other Business Activities

This section includes information, if any, as provided by the broker regarding other business activities the broker is currently engaged in either as a proprietor, partner, officer, director, employee, trustee, agent or otherwise. This section does not include non-investment related activity that is exclusively charitable, civic, religious or fraternal and is recognized as tax exempt.

1). BELPOINTE INSURANCE, LLC, NON INVESTMENT RELATED, 125 GREENWICH AVENUE, GREENWICH CT 06830, INSURANCE AGENCY, INSURANCE PRODUCER, SINCE 5/2016, APPROX 20 HOURS PER MONTH.

www.finra.org/brokercheck

User Guidance

Registration and Employment History



AFS100039800

Disclosure Events



What you should know about reported disclosure events:

1. All individuals registered to sell securities or provide investment advice are required to disclose customer complaints and arbitrations, regulatory actions, employment terminations, bankruptcy filings, and criminal or civil judicial proceedings.
2. **Certain thresholds must be met before an event is reported to CRD, for example:**
 - o A law enforcement agency must file formal charges before a broker is required to disclose a particular criminal event.
 - o A customer dispute must involve allegations that a broker engaged in activity that violates certain rules or conduct governing the industry and that the activity resulted in damages of at least \$5,000.
 - o
3. **Disclosure events in BrokerCheck reports come from different sources:**
 - o As mentioned at the beginning of this report, information contained in BrokerCheck comes from brokers, brokerage firms and regulators. When more than one of these sources reports information for the same disclosure event, all versions of the event will appear in the BrokerCheck report. The different versions will be separated by a solid line with the reporting source labeled.
 - o
4. **There are different statuses and dispositions for disclosure events:**
 - o A disclosure event may have a status of *pending*, *on appeal*, or *final*.
 - § A "pending" event involves allegations that have not been proven or formally adjudicated.
 - § An event that is "on appeal" involves allegations that have been adjudicated but are currently being appealed.
 - § A "final" event has been concluded and its resolution is not subject to change.
 - o A final event generally has a disposition of *adjudicated*, *settled* or *otherwise resolved*.
 - § An "adjudicated" matter includes a disposition by (1) a court of law in a criminal or civil matter, or (2) an administrative panel in an action brought by a regulator that is contested by the party charged with some alleged wrongdoing.
 - § A "settled" matter generally involves an agreement by the parties to resolve the matter. Please note that brokers and brokerage firms may choose to settle customer disputes or regulatory matters for business or other reasons.
 - § A "resolved" matter usually involves no payment to the customer and no finding of wrongdoing on the part of the individual broker. Such matters generally involve customer disputes.

For your convenience, below is a matrix of the number and status of disclosure events involving this broker. Further information regarding these events can be found in the subsequent pages of this report. You also may wish to contact the broker to obtain further information regarding these events.

	Pending	Final	On Appeal
Criminal	0	1	0
Customer Dispute	0	4	N/A
Termination	N/A	1	N/A

AFS100039801



Disclosure Event Details

When evaluating this information, please keep in mind that a disclosure event may be pending or involve allegations that are contested and have not been resolved or proven. The matter may, in the end, be withdrawn, dismissed, resolved in favor of the broker, or concluded through a negotiated settlement for certain business reasons (e.g., to maintain customer relationships or to limit the litigation costs associated with disputing the allegations) with no admission or finding of wrongdoing.

This report provides the information exactly as it was reported to CRD and therefore some of the specific data fields contained in the report may be blank if the information was not provided to CRD.

Criminal - Final Disposition

This type of disclosure event involves a criminal charge against the broker that has resulted in a conviction, acquittal, dismissal, or plea. The criminal matter may pertain to any felony or certain misdemeanor offenses, including bribery, perjury, forgery, counterfeiting, extortion, fraud, and wrongful taking of property.

Disclosure 1 of 1

Reporting Source:	Broker
Court Details:	WEST NEW YORK MUNICIPAL COURT, WEST NEW YORK, NJ. W-2000-666 & W-2000-667
Charge Date:	06/24/2000
Charge Details:	COUNT FELONY AGGRAVATED ASSAULT WHICH WAS REDUCED TO A NON-FELONY SIMPLE ASSAULT. CHARGE WAS DISMISSED ON 8/28/2000.
Felony?	Yes
Current Status:	Final
Status Date:	08/28/2000
Disposition Details:	CHARGE WAS DISMISSED ON 8/28/2000.

AFS100039802



Customer Dispute - Settled

This type of disclosure event involves a consumer-initiated, investment-related complaint, arbitration proceeding or civil suit containing allegations of sale practice violations against the broker that resulted in a monetary settlement to the customer.

Disclosure 1 of 2

Reporting Source:	Firm
Employing firm when activities occurred which led to the complaint:	Ameriprise Financial Services, Inc.
Allegations:	The client's through their attorney alleged that the options trading that took place from December, 2015 - March, 2016 was not authorized and the purchasing of a substantial percentage of assets in IRA Variable Annuities from April, 2013 - May, 2016 within retirement accounts was unsuitable.
Product Type:	Annuity-Variable Options
Alleged Damages:	\$282,166.53
Is this an oral complaint?	No
Is this a written complaint?	Yes
Is this an arbitration/CFTC reparation or civil litigation?	No

Customer Complaint Information

Date Complaint Received:	10/17/2016
Complaint Pending?	No
Status:	Settled
Status Date:	01/24/2017
Settlement Amount:	\$135,000.00
Individual Contribution Amount:	\$0.00

Reporting Source:	Broker
Employing firm when activities occurred which led to the complaint:	Ameriprise Financial Services, Inc.
Allegations:	The client's through their attorney alleged that the options trading that took place



from December 2105 - March 2016 was not authorized and the purchasing of a substantial percentage of assets in RIA Variable Annuities from April 2013 - May 2016 within retirement accounts was unsuitable

Product Type: Other: Annuity - Variable Options

Alleged Damages: \$282,166.53

Is this an oral complaint? No

Is this a written complaint? Yes

Is this an arbitration/CFTC reparation or civil litigation? No

Customer Complaint Information

Date Complaint Received: 10/17/2016

Complaint Pending? No

Status: Settled

Status Date: 01/24/2017

Settlement Amount: \$135,000.00

Individual Contribution Amount: \$0.00

Broker Statement There was no evidence to suggest the client was unaware of the options trades as trade data show the trades were unsolicited and directed by the client and the client received paper confirmations and statements. The annuity represented a reasonable percentage of the client's overall net worth and was approved by two levels of Ameriprise compliance/management. The Complaint was initiated after Mr. Caruso's separation from Ameriprise, following persons associated with Ameriprise soliciting the client to change investments with promised higher returns. No wrongdoing was found on Mr. Caruso's part, and no contribution from Mr. Caruso individually was required. Ameriprise never requested him to participate in a rebuttal of the claim as there was no evidence of wrongdoing on the part of Mr. Caruso.

Disclosure 2 of 2

Reporting Source: Firm

Employing firm when activities occurred which led to the complaint: Ameriprise Financial Services, Inc.

AFS100039804



Allegations: The client stated that the advisor did not explain the 10 year surrender period associated with the RiverSource RAVA5 Advantage Variable Annuity he purchased in August,2013. In addition, the client stated that he did not authorize the subsequent payments made from August,2013 to June,2015.

Product Type: Annuity-Variable

Alleged Damages: \$132,603.21

Is this an oral complaint? No

Is this a written complaint? Yes

Is this an arbitration/CFTC reparation or civil litigation? No

Customer Complaint Information

Date Complaint Received: 03/23/2016

Complaint Pending? No

Status: Settled

Status Date: 06/22/2016

Settlement Amount: \$92,822.25

Individual Contribution Amount: \$0.00

Reporting Source: Broker

Employing firm when activities occurred which led to the complaint: Ameriprise Financial Services, Inc

Allegations: The client stated that the advisor did not explain the 10 year surrender period associated with the RiverSource RAVA5 Advantage Variable Annuity he purchased in August, 2013.

Product Type: Annuity-Variable

Alleged Damages: \$132,603.21

Is this an oral complaint? No

Is this a written complaint? Yes

Is this an arbitration/CFTC reparation or civil litigation? No

AFS100039805

**Customer Complaint Information****Date Complaint Received:** 03/23/2016**Complaint Pending?** No**Status:** Settled**Status Date:** 06/22/2016**Settlement Amount:** \$92,822.25**Individual Contribution Amount:** \$0.00**Broker Statement**

Mr. Caruso asserts that notes and documents are not consistent with the client's claims. The client signed and does not dispute signing on 3 separate occasions purchase forms which disclosed the surrender charge on the annuity. Emails and documentation also show every purchase was authorized.

Mr. Caruso was not asked to contribute to this settlement, nor was he asked to rebut any of the claims. The firm settled for an amount less than the surrender charge on the annuity in the interest of avoiding litigation and this settlement was not related to any wrong doing on Mr. Caruso's part.



Customer Dispute - Closed-No Action / Withdrawn / Dismissed / Denied

This type of disclosure event involves (1) a consumer-initiated, investment-related arbitration or civil suit containing allegations of sales practice violations against the individual broker that was dismissed, withdrawn, or denied; or (2) a consumer-initiated, investment-related written complaint containing allegations that the broker engaged in sales practice violations resulting in compensatory damages of at least \$5,000, forgery, theft, or misappropriation, or conversion of funds or securities, which was closed without action, withdrawn, or denied.

Disclosure 1 of 2

Reporting Source:	Firm
Employing firm when activities occurred which led to the complaint:	Ameriprise Financial Services, Inc.
Allegations:	The client's attorney stated the advisor sold variable annuities to the client from September 2012 through December 2012, and in December 2016, that were unsuitable.
Product Type:	Annuity-Variable
Alleged Damages:	\$97,140.00
Is this an oral complaint?	No
Is this a written complaint?	Yes
Is this an arbitration/CFTC reparation or civil litigation?	No

Customer Complaint Information

Date Complaint Received:	01/02/2018
Complaint Pending?	No
Status:	Denied
Status Date:	01/25/2018
Settlement Amount:	\$0.00
Individual Contribution Amount:	\$0.00

Disclosure 2 of 2

Reporting Source:	Firm
Employing firm when activities occurred which led to the complaint:	Ameriprise Financial Services, Inc.



Allegations: The client stated that the registered representative, at the direction of his supervisor, transferred her account from a fee based account to a commission based account in February, 2015.

Product Type: Other: Self Directed Fee Based account

Alleged Damages: \$45,000.00

Is this an oral complaint? No

Is this a written complaint? Yes

Is this an arbitration/CFTC reparation or civil litigation? No

Customer Complaint Information

Date Complaint Received: 07/15/2016

Complaint Pending? No

Status: Denied

Status Date: 08/05/2016

Settlement Amount: \$0.00

Individual Contribution Amount: \$0.00

AFS100039808



Employment Separation After Allegations

This type of disclosure event involves a situation where the broker voluntarily resigned, was discharged, or was permitted to resign after being accused of (1) violating investment-related statutes, regulations, rules or industry standards of conduct; (2) fraud or the wrongful taking of property; or (3) failure to supervise in connection with investment-related statutes, regulations, rules, or industry standards of conduct.

Disclosure 1 of 1

Reporting Source: Firm

Employer Name: Ameriprise Financial

Termination Type: Discharged

Termination Date: 05/27/2016

Allegations: Registered representative was discharged for violations of company policy related to options trading, trade corrections and possible discretionary trading in a non-discretionary account.

Product Type: Options

Reporting Source: Broker

Employer Name: Ameriprise Financial, Inc.

Termination Type: Discharged

Termination Date: 05/27/2016

Allegations: Ameriprise alleges that I was discharged for violating company policy related to options trading, trade corrections, and discretionary trading in a non-discretionary account.

Product Type: No Product

Broker Statement Mr. Caruso is disputing the validity and challenging all aspects of Ameriprise's claims. At no time did he act with discretion in a non-discretionary account and all orders and trades were executed in a manner accepted by Ameriprise; consistent with the policies and procedures required by Ameriprise. Documentation exists which further supports the trades in question were in fact authorized. Furthermore, not a single stock, bond or option trade was ever disputed by a client during his time at Ameriprise. A fact which is not in dispute. The trade errors Ameriprise alleges were non-financial in nature, did not result in any losses to the firm or the clients, and Mr. Caruso's actions were in conformity with actual firm practices. Documentation also exists to support that Mr. Caruso was in good standing with the firm at the time of his separation on May 27th.

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End of Report



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EXHIBIT 92

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 93

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 94

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 95



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Associate Financial Advisor (AFA) Agreement



AFA Social Security Number

Redacted

This ASSOCIATE FINANCIAL ADVISOR AGREEMENT (this "Agreement") is an agreement by and between Ameriprise Financial Services, Inc. ("Ameriprise Financial") at its principal place of business in Minneapolis, Minnesota, and you Matt V. Flamengo (hereinafter, "you" or "your"), executed and effective as of the date shown on the last line of this Agreement. AFA Name

It defines your relationship with Ameriprise Financial as an Associate Financial Advisor employed/contracted by a duly licensed Ameriprise Financial Associate Financial Advisor employed/contracted by a duly licensed Ameriprise Financial Independent Advisor, Kenneth Bickford Franchise Advisor Name

Both you and Ameriprise Financial promise to comply with the terms of this Agreement and any executed Riders to this Agreement.

1. Definitions. For purpose of this Agreement, the terms listed below have the special meanings shown. Other terms used with initial capital letters herein shall have the meaning ascribed to them elsewhere in this Agreement.

- A. "Affiliate" means any entity recognized at law including but not limited to any partnership, business, trust, company or corporation affiliated with Ameriprise Financial at any time while this Agreement is in effect.
- B. "Ameriprise Financial" means Ameriprise Financial Services, Inc.
- C. "Client" means a person or entity who (i) purchases or holds a Product or Service acquired from or through Ameriprise Financial or an Affiliate or one of their financial advisors with consent of Ameriprise Financial or the Affiliate, or (ii) authorized Ameriprise Financial, an Affiliate or one of their Advisors to make personal financial planning presentations to it or its employees or members, or (iii) is a member of a Client's household.
- D. "Independent Advisor" or "Advisor" means an Ameriprise Financial Independent Advisor or Franchisee.
- E. "Issuer" means the company or entity that issues a Product or Service distributed or offered by Ameriprise Financial itself or by Ameriprise Financial as the agent of another company.
- F. "Product(s)" means certificates, stock, other securities or investments, lending products, life insurance and annuity policies and contracts, and other insurance products.
- G. "Proprietary Marks" means trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, the marks used in providing Products or Services.
- H. "Records and Materials" means all data or documents related to Products and Services, all records, files, manuals, blanks, forms, materials, supplies, stationery, literature, seminar materials, computer software, licenses, paper and books that Ameriprise Financial or an Issuer furnishes or licenses to you for use, with or without charge, and any data or information that you use, create or prepare, including notes, memos, works of authorship, and any information regarding Clients or Clients' financial data in connection with the performance of this Agreement.
- I. "Service(s)" means financial planning, advisory, securities brokerage, tax or other financial services.

2. Appointment.

- A. You are acting as an Associate Financial Advisor working for a duly licensed Independent Advisor and your duties may require you to undertake activities which are reserved by law to broker-dealer agents, investment adviser agents and/or insurance agents. You understand and acknowledge you are not an employee or independent contractor of Ameriprise Financial. You are required to hold registrations, securities licenses, insurance licenses and appointments with our companies in order to perform such activities, but only upon the express condition that you acknowledge and agree, by signing this Agreement, that you will receive no compensation or benefits of any kind from Ameriprise Financial.

Sign on Page 6
Fax #: 1-855-263-0223

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B. Ameriprise Financial appoints you to act as an agent of Ameriprise Financial in connection with your activities as an Associate Financial Advisor for an Independent Advisor but only in accordance with this Agreement, and you accept that appointment. As a condition of your association with Ameriprise Financial and as an agent of Ameriprise Financial, you will be subject to certain obligations, both during and after your affiliation with Ameriprise Financial, as set forth in this Agreement.

C. You understand and agree that Ameriprise Financial will not appoint you until you pass a background investigation and any and all debt or other obligations you may have with Ameriprise Financial and its affiliates have been satisfied.

3. Duties. Except as provided in Section 4, your duties will be assigned to you by the Independent Advisor for whom you are working, and will be carried out under his or her direction and supervision.

4. Limitation of Duties.

A. Your duties under this Agreement must at all times comply with the policies and procedures of Ameriprise Financial and all Federal, state, self regulatory organization and local laws.

B. Prior to obtaining your licenses and registrations and applicable state securities and insurance authorities and appointment as an Associate Financial Advisor with Ameriprise Financial, you must not do any of the following:

- Solicit applications for Ameriprise Financial Products and Services
- Interview Clients
- Sell Products
- Sell or provide Services
- Conduct Client data gathering
- Contact Clients or prospective Clients by phone, fax, mail, e-mail, or in person
- Hold out to the public as an Associate Financial Advisor or registered representative of Ameriprise Financial
- Describe Products or Services to Clients or prospective Clients
- Conduct initial interviews with prospective Clients
- Or any other activities that require licensing, registration and appointment

C. Your duties under this Agreement will be exercised only under the supervision of an Independent Advisor and the individuals responsible for providing compliance supervision of your activities.

D. As a registered person you must comply with Ameriprise Financial's company policy requiring you to report and obtain prior written approval for your outside business activities, if any. You are prohibited from engaging in employment or outside activities that: (a) compete with or do business with Ameriprise Financial or its parent company; (b) create the potential for a conflict of interest with Ameriprise Financial or its parent company; or (c) otherwise are not approved in advance and in writing by Ameriprise Financial. If the activity is deemed to be inappropriate, you will be required to immediately cease the activity.

5. Status of Associate Financial Advisor.

A. You acknowledge and agree that nothing in this Agreement can be interpreted as creating an employee or independent contractor relationship between Ameriprise Financial or an Affiliate and you or between any Issuer and you.

B. You or your employing/contracting Independent Advisor will pay all expenses and fees you incur while carrying out the terms of this Agreement and you will comply with all applicable laws, ordinances and regulations.

C. You will, before conducting any activities under this Agreement, become appointed by Ameriprise Financial as an Associate Financial Advisor and obtain any licenses or registrations required by law or Ameriprise Financial.

D. Ameriprise Financial will, during the term of this Agreement, provide you with reasonable levels of errors and omissions coverage protecting you against demand or claims arising or occurring in connection with the business conducted through the Independent Advisor. Such policy or policies shall be written by a carrier or carriers approved by Ameriprise Financial. Ameriprise Financial or any of its Affiliates may be such an approved carrier.

E. This Agreement will terminate upon cancellation or non-renewal of any license, registration or bond you are required to have by the terms of this Agreement and in the event that you, at any time, are no longer affiliated with an Independent Advisor.

F. This Agreement will terminate in the event you do not satisfy any debt or other obligations you may have with Ameriprise Financial or its Affiliates.

G. All Clients with whom you interact or otherwise provide Products or Services are Clients of Ameriprise Financial. Clients transferred to you by the Independent Advisor employing or contracting you, or that are otherwise obtained by you, will remain or become Clients of Ameriprise Financial following the termination of your association with Ameriprise Financial or your relationship with the Independent Advisor.

H. Associate Financial Advisor understands that your employing or contracting Independent Advisor may reallocate his/her rights to compensation paid to the Independent Advisor by Ameriprise Financial in an outside agreement as long as: (a) any transfer be in accordance with then current Ameriprise Financial policies and procedures; (b) compensation is paid consistent with the then current Ameriprise Financial policies and procedures; (c) the agreement will be enforced among the Independent Advisor and Associate Financial Advisor and Ameriprise Financial will not be responsible to enforce or follow contested terms in such an agreement; and (d) any disagreements be handled by the parties without Ameriprise Financial involvement.

6. Undertaking by Associate Financial Advisor.

A. You must have written approval from Ameriprise Financial or an Affiliate before you issue or use in any way any material about Products and Services distributed by Ameriprise Financial or an Affiliate or Issuer or about them.

B. You agree to abide by all Federal and state securities and insurance laws. You further agree to abide by all rules and policies of Ameriprise Financial and an Affiliate or any associated company, including but not limited to all client privacy rules.

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- C. You cannot alter or change the provisions of any Product or Service distributed by Ameriprise Financial or through the Ameriprise Financial field force. You also cannot incur any liability or expense on behalf of Ameriprise Financial or an Issuer.
- D. When authorized to do so, you will promptly deliver premium receipts and policies or contracts originating from any application solicited by you or an Independent Advisor for life insurance and annuities.
- E. When authorized to do so, you will collect and immediately report and remit to Ameriprise Financial or Issuer renewal premiums or any loan repayments you receive with respect to insurance and annuities sold by an Independent Advisor and any payments with respect to others Products or Services sold by an Independent Advisor.
- F. You will send all payments, money or property you collect or receive to Ameriprise Financial or Issuer without commingling it with your own money and property or the money or property of another person.
- G. You must review and abide by the provisions of the applicable Ameriprise Financial Compliance Manual.
- H. You must transfer all applicable securities to Ameriprise® Brokerage, Schwab or Merrill Lynch within 45 days from your appointment date.
- I. In consideration of the promises and covenants given by you in this Agreement, Ameriprise Financial hereby grants to you during the term of this Agreement a non-exclusive, limited, terminable, royalty-free and non-assignable or transferable license, without the right to sublicense to others, to use the Proprietary Marks of Ameriprise Financial's parent that are listed on Exhibit A to this Agreement in the performance of your obligations and undertakings expressly set forth in this Agreement and for no other purpose. This limited license is further limited as follows:
1. You may not use such Proprietary Marks to: (i) sell any unauthorized Products or Services; (ii) register a domain name that includes, in whole or part, any Proprietary Mark; or (iii) in any manner not explicitly authorized in writing by Ameriprise Financial;
 2. You may not use any such Proprietary Mark as a noun, but only as an adjective followed by an appropriate noun and can never use any Proprietary Mark in the possessive or plural form or as part of a pun;
 3. You may not use any such Proprietary Mark without the proper trademark or service mark symbol (TM, SM or ®) as shown in Exhibit A or in conjunction with any Product or Service not associated properly with such Proprietary Mark;
 4. You may not use or attempt to register any trademark, service mark, logo or company name that might be deemed to be confusingly similar to any such Proprietary Mark; and
 5. You may not use any trademark, service mark, logo, company name or trade name owned by Ameriprise Financial or its Affiliates other than the Proprietary Marks identified on Exhibit A.
- J. You agree to comply with Ameriprise Financial trademark usage guidelines as they are published and amended and updated from time to time.
- K. The license granted in this Section 6 terminates immediately upon the termination of this Agreement. In addition, the license granted by Ameriprise Financial in this Section 6 is terminable at any time by Ameriprise Financial, for any reason or no reason, upon notice from Ameriprise Financial. Your failure to comply with any of the provisions of this Section 6 results in an immediate termination of this license.

7. Compensation.

- A. You will not receive any compensation or benefits of any kind from Ameriprise Financial for any of your activities under this Agreement. You also acknowledge that you have no claim to any compensation, benefit plan, program or policy of or sponsored by Ameriprise Financial unless such plan, policy or benefit plan specifically references Associate Financial Advisors in their role as Associate Financial Advisor as an eligible group under such plan, program or policy and Associate Financial Advisor meets all conditions for eligibility set forth in such program.
- B. You agree to maintain records of any and all compensation paid to you from the Independent Advisor and to produce such records within 24 hours of any request from Ameriprise Financial.

8. Termination.

- A. This Agreement will terminate upon your death, your total and permanent disability, your retirement or immediately at any time that you are no longer officially associate with an Independent Advisor. You will promptly notify Ameriprise Financial, in writing, of the termination of your relationship with an Independent Advisor for any reason. Such written notice must be delivered personally to the Independent Advisor's Regional Vice President ("RVP") designate, or if no designate is timely provided, to the Independent Advisor's immediate Ameriprise Financial leader, and, in either event, a copy, by facsimile or overnight mail, to Ameriprise Financial Corporate Office, Licensing Unit.
- B. This Agreement may be terminated by either party upon written notice to the other party. A breach by you of any provision of this Agreement will be considered a material breach of, and will result in immediate termination of this Agreement.
- C. While this Agreement is in effect and after it ends, except pursuant to written policy or consent of Ameriprise Financial:
1. All Records and Materials are the property of Ameriprise Financial, an Affiliate or an Issuer. All rights to Records and Materials that you prepare or create in connection with the performance of this Agreement are hereby assigned to Ameriprise Financial. You agree that you will not reproduce or allow the reproduction of the Records and Materials in any manner whatsoever;
 2. You are responsible for the safekeeping of Records and Materials. Such Records and Materials are open to inspection by Ameriprise Financial, its auditors, compliance personnel and regulators at any time during your normal business hours. When this Agreement ends,

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all of these items remain Ameriprise Financial property except pursuant to written policy or consent to the contrary from Ameriprise Financial. You must return all Records and materials and all copies of them to Ameriprise Financial at any time on request. Regardless of any written policy or consent from Ameriprise Financial, you must return at least one copy (originals) of all Records and Materials, together with any licenses you have or control, without demand for compensation;

3. You agree that you will not reveal the contents of any Ameriprise Financial property or other confidential information (including this Agreement) or allow them to be revealed, except in connection with carrying out your duties under the Agreement;
 4. You agree that the identity of Clients or potential Clients, including but not limited to Client name, address, telephone number(s), electronic address, and personal and financial information and data, is and will always remain confidential information and you will not take or use any such information following the termination of your affiliation with Ameriprise Financial;
 5. You agree that you will not use any information or Records and Materials you acquired while this Agreement was in force in a manner adverse to the interests of Ameriprise Financial, an Affiliate, a Client or an Issuer; and
 6. You agree that you will not disparage Ameriprise Financial, its Affiliates, employees, financial advisors, Products and Services.
- D. While this Agreement is in effect and after it ends, due to your position and contact with Ameriprise Financial, you may have access to Ameriprise Financial's trade secrets and confidential information that has great value to Ameriprise Financial. You agree that because of such access, you are in a position of trust and confidence with respect to this information. To protect Client confidentiality, Ameriprise Financial goodwill, trade secret, and other proprietary and confidential business information, you agree to not, during the term of this Agreement or thereafter, communicate, divulge, or use for yourself, except in performing your duties for the Ameriprise Financial system, or for the benefit of any other person, partnership, association, or corporation any confidential information, or trade secrets, including, without limitation, Client names, addresses and data and know-how concerning the methods of operation of the Ameriprise Financial system and the business franchised to the Independent Advisor to whom you provide services. You also shall not reveal any information about potential clients to whom a presentation has been made by you or any Independent Advisor who might reasonably be expected to do business with Ameriprise Financial. You agree that, without limitation, Client names, addresses, data and other personal and financial information recorded in Client records are confidential. Confidential information includes compilations and lists of such Client information, including without limitation, compilations or lists that were the result of substantial effort, time and/or money expended by you pursuant to the Ameriprise Financial system. You further agree to use this confidential information only in furtherance of this Agreement or in accordance with Ameriprise Financial's policies and for no other purpose. Confidential information does not include information which is generally known outside of Ameriprise Financial, other than as a result of a disclosure by an Independent Advisor, Independent Advisor's agents or representatives, or any other person or entity in breach of any contractual, legal or fiduciary obligation of confidentiality to Ameriprise Financial or to any other person or entity with respect to such information, including you:
- E. You agree, in express consideration for (i) your securities registration by Ameriprise Financial, (ii) your right to act as an agent of Ameriprise Financial, and (iii) the terms of this contract, all of which provide you with significant and valuable consideration and which you would not be entitled to absent execution of this Agreement, that you will not, during the term of this Agreement and for a period of one (1) year following the termination of your affiliation with Ameriprise Financial, either directly or indirectly, for yourself or through, on behalf of, or in conjunction with any person or entity:
1. Contact any Client or prospective business of any customer whom you, or the Independent Advisor with whom you are or were affiliated, contacted, serviced, or learned about while operating under this Agreement, for the purpose of: (i) identifying the termination of your affiliation with Ameriprise Financial; (ii) identifying your change of employment or affiliation; or (iii) identifying your new employment or affiliation.
 2. Encourage, assist, participate, induce, or attempt to induce any Client or prospective business or customer whom you, or the Independent Advisor with whom you are or were affiliated, contacted, serviced, or learned about while operating under this Agreement, to terminate an agreement with Ameriprise Financial, Affiliates, or Issuers;
 3. Encourage, assist, participate, induce, or attempt to induce any Client or prospective business or customer whom you, or the Independent Advisor with whom you are or were affiliated, contacted, serviced, or learned about while operating under this Agreement, to terminate, surrender, redeem, or cancel any action related to Products and Services acquired or ordered from or through Ameriprise Financial, Affiliates, or Issuers;
 4. Solicit any Clients whom you, or the Independent Advisor with whom you are or were affiliated, contacted, serviced, or learned about while operating under this Agreement, to open an account other than an Ameriprise Financial account or to sell any investment, financial or insurance products or services other than through Ameriprise Financial;
 5. Open an account for, or provide or offer to provide any investment, financial, or insurance products or services to any Clients whom you, or the Independent Advisor with whom you are or were affiliated, contacted, serviced, or learned about while operating under this Agreement; or
 6. Employ, or retain as an Independent contractor, any person who is at that time, or within the previous six (6) months prior to the termination of this Agreement has been, employed by Ameriprise Financial or associated with Ameriprise Financial as an Independent contractor or agent, or by any other Independent Advisor of Ameriprise Financial, or otherwise directly or indirectly induce such person to leave his or her employment, association or Independent contractor relationship with Ameriprise Financial.

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- F. Ameriprise Financial agrees that the restrictive covenant set forth in this Section 8 (E) 1-5 will not apply to any client brought to Ameriprise Financial from your prior firm listed on the client list attached hereto as Exhibit B.
- G. You must not disparage Ameriprise Financial, its Affiliates, employees, financial advisors, Products and Services or do anything to damage the goodwill of Ameriprise Financial, an Affiliate, or Issuer.
- H. You agree that:
 - 1. The violation of the provisions in paragraphs C, D, E, or G of this Section 8 will result in damage to Ameriprise Financial that cannot be determined precisely and for which Ameriprise Financial has no adequate remedy under the law;
 - 2. Ameriprise Financial has the specific right to attempt to enforce these provisions; and
 - 3. Notwithstanding Section 9, Ameriprise Financial is entitled to seek an injunction to keep you from violating the provisions or to enforce them.

9. Arbitration.

- A. Unless otherwise agreed to in writing by both parties, you agree to arbitrate any dispute, claim or controversy that may arise between you and Ameriprise Financial or its Affiliates, or a Client, or any other person, ("Claims"); however, the parties agree that Claims brought by Ameriprise Financial pursuant to Section 8 of this Agreement will not be arbitrated, but shall be subject to the jurisdiction of the courts as provided in Section 11 of this Agreement to the extent consistent with the law and the rules, constitutions, or by-laws of FINRA as they may be amended from time to time.
- B. To the extent that any Claims are required to be arbitrated under the rules, constitutions, or by-laws of FINRA as they may be amended from time to time, they will be arbitrated in accordance with the policies and procedures established by FINRA.
- C. Except as provided in paragraph 1. of this Section 9, if either FINRA declines to administer an arbitration of any Claims or FINRA rules do not allow for arbitration of any Claims, the parties agree that the Claims shall be finally decided by arbitration conducted pursuant to the Commercial Dispute Resolution Procedures of the American Arbitration Association ("AAA"), and its Supplementary Rules for Securities Arbitration, or the AAA National Rules for the Resolution of Employment Disputes, as applicable. In addition, you and Ameriprise Financial specifically agree that all Claims, statutory or otherwise, which allege discrimination, including but not limited to claims of sexual harassment, shall be finally decided by arbitration pursuant to the AAA unless otherwise agreed to in writing by the parties.
- D. By agreement of the Parties in writing, disputes may be resolved in arbitration by a mutually agreed-upon organization other than FINRA or the AAA.
- E. In consideration of the promises and the compensation provided in this Agreement neither Ameriprise Financial (except as provided in paragraph A of this Section 9) nor you shall have a right to: (a) arbitrate any Claim on a class action basis or in a purported representative capacity on behalf of any Associate Financial Advisors, Independent Advisors, employees, applicants or other persons similarly situated; (b) join or to consolidate in an arbitration Claims brought by or against another Associate Financial Advisor, Independent Advisor, employee, applicant or Ameriprise Financial; unless otherwise agreed to in writing by all parties; (c) litigate any Claims in court or to have a jury trial on any Claims; or (d) participate in a representative capacity or as a member of any class of claimants in an action in a court of law pertaining to any Claims. Nothing in this Agreement relieves you or Ameriprise Financial from any obligation you or it may have to exhaust certain administrative remedies before arbitrating any claims or disputes under this Agreement.
- F. Either you (except as provided in paragraph A of this Section 9) or Ameriprise Financial may compel arbitration of any Claims filed in a court of law. In addition, either you or Ameriprise Financial may apply to a court of law for an injunction to enforce the terms of this Agreement pending a final decision on the merits by an arbitration panel pursuant to this provision.
- G. Ameriprise Financial shall pay all fees, costs or other charges charged to it by FINRA, AAA or any other organization administering an arbitration proceeding pursuant to these provisions that are above and beyond the filing fees of the federal or state court in the jurisdiction in which the dispute arises. You and Ameriprise Financial shall each be responsible for their own costs of legal representation, if any except where such costs of legal representation may be awarded as a statutory remedy by the arbitrator.
- H. Any award by an arbitration panel shall be final and binding upon the parties. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.
- I. This Agreement is covered and enforceable under the terms of the Federal Arbitration Act.

10. Termination Claims. In the event of the termination of this Agreement, you have no claims against Ameriprise Financial for compensation, profits or earnings under the terms of this Agreement.



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11. Miscellaneous.

- A. This Agreement is a Minnesota contract. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Minnesota. You expressly (i) consent to personal jurisdiction in the state and federal courts located in the State of Minnesota, (ii) waive any argument that venue in any such forum is not convenient, and (iii) agree that any action at law, suit in equity, judicial proceeding, or arbitration arising directly, indirectly, or otherwise in connection with, out of, related to or from this agreement or any provision hereof, shall be litigated only in the appropriate state or federal court in the State of Minnesota, County of Hennepin.
- B. If Ameriprise Financial waives any provisions of this Agreement, the waiver applies only to that provision, not to any other parts of the Agreement. A waiver is effective only when it is in writing and signed by an authorized Ameriprise Financial officer.
- C. If the laws of any state prohibit any provision of this Agreement, such laws apply only to such provision. They do not invalidate the remaining portions of the Agreement.
- D. Any notice to Ameriprise Financial under this Agreement must be given to the corporate office of Ameriprise Financial in Minneapolis, Minnesota. Any notice given to you under this Agreement is considered to have been given if delivered to you in person or mailed to your last known address on file with the Ameriprise Financial corporate office in Minneapolis.
- E. You and Ameriprise Financial both acknowledge that no oral or written representations were made about this Agreement or about the relationship between you and Ameriprise Financial that are not set forth in this Agreement. Your rights and Ameriprise Financial's rights are governed only by this Agreement and by any other subsequent written agreements or riders between you and Ameriprise Financial and signed by you and an authorized officer of Ameriprise Financial.

12. Assignment. You may not assign this Agreement without Ameriprise Financial's written consent.

13. Prior Agreements. This Agreement terminates and supersedes any existing agreements, written or oral, between the parties, whether executed the same date as this Agreement or otherwise, related to the topics contained herein. This Agreement further terminates your right to any commissions payable under such an agreement for business written under that agreement or your right to any compensation earned and unpaid under that agreement.

14. Effective Date. In witness of the provisions of this Agreement and that both you and Ameriprise Financial have entered into this Agreement with the understanding that it becomes effective on: 9-11-15 (date to be entered by Ameriprise)

Associate Financial Advisor (AFA) Name

First MI Last
Matt V Fiamengo

Area Office Number
100

AFA Social Security Number

Redacted

Date (MMDDYYYY)

Associate Financial Advisor Signature

X Matt V Fiamengo 9/11/15

Employing/Contracting Independent Advisor Name

First MI Last
Kenneth Bickford

Advisor ID

80708

Ameriprise Financial Services, Inc. Assistant Secretary Signature

Diana Roberts 9-11-15

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Associate Financial Advisor Agreement

Exhibit B, Client List

- This Exhibit B is optional for Experience Advisor Recruit (EAR) Associate Financial Advisors only and is not valid until executed by all parties.
- Executing this exhibit will supersede the non-solicitation provisions outlined in Section 8 (E) 1-5 of the Ameriprise Associate Financial Agreement.
- If the EAR Associate Financial Advisor terminates this Agreement with Ameriprise, Ameriprise will permit them to contact any client listed in this Exhibit B to solicit the business of any such listed client or customer.
- Attach a client list that only contains client names from the prior firm identifying the clients for which this Exhibit B should apply.
- This Exhibit B does not prevent Independent Advisor and Associate Financial Advisor from having otherwise enforceable restrictive covenants with one another based upon the Ameriprise Associate Financial Advisor Agreement or other agreements.

This is Exhibit B to the Ameriprise Financial Services, Inc. Associate Financial Advisor Agreement ("Agreement") between Ameriprise Financial Services, Inc. ("Ameriprise Financial") and _____ ("you" or "your").

AFA Name

This Exhibit B shall have no impact on any contract or restrictive covenant which you may have with another company or Independent Advisor. You understand that such obligations, if any, are your obligation to consider without input or assistance from Ameriprise Financial.

Pursuant to Section 8 (F) of this Agreement, Ameriprise Financial agrees that the restrictive covenant set forth in Section 8 (E) 1-5 will not apply to any client brought to Ameriprise Financial from your prior firm if that client listed on this Exhibit B.

You hereby certify that each of the individuals/entities listed on the attached client list is a client of yours as of the Effective Date of the Agreement. This Exhibit consists of this cover document and the attached client list of clients (to be signed and dated by Ameriprise Financial and you).

Associate Financial Advisor Signature

X Matt V. Fanning

Date (MMDDYYYY)

8/27/15

Ameriprise Financial Services, Inc. Assistant Secretary Signature

X Diana Roberts

Date (MMDDYYYY)

9-11-15

Independent Advisor Acknowledgement

Independent Advisor acknowledges that if a client list is attached to this Exhibit B of the Associate Financial Advisor Agreement between Ameriprise Financial and the Associate Financial Advisor in which he/she employs/contracts, the restrictive covenant contained in the Associate Financial Advisor Agreement will not apply to the client list attached hereto.

Independent Advisor further acknowledges and understands that it is strongly recommended that Independent Advisor have their own restrictive covenant in place with the Associate Financial Advisor which Independent Advisor can enforce:

Independent Advisor Name (Employing/Contracting Advisor)

Kenneth N. Bickford

Advisor Number

80708

Independent Advisor Signature

X [Signature]

Date (MMDDYYYY)

8-27-15

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Amendment to the Associate Financial Advisor (AFA) Agreement

- ① This Amendment to the AFA Agreement should be completed only by AFAs who will not be fully licensed upon appointment

AFA Social Security Number
Redacted

Ameriprise Financial Services, Inc. and Associate Financial Advisor are parties to the Ameriprise Financial Services, Inc. Associate Financial Advisor Agreement (the "Agreement") and agree as follows:

1. Section 5, Status of Associate Financial Advisor, shall be supplemented with the following paragraph at its conclusion:
- "You understand and agree that you will be temporarily appointed with Ameriprise Financial as an under-licensed or under-registered Associate Financial Advisor. As such, the scope of your activities will be limited until you reach full licensure/registration as more fully described in the Ameriprise Financial Compliance Manual, Minimum Licensing and Registration Requirements which is subject to change from time-to-time. You must obtain all required licenses and registrations within one-hundred and fifty (150) days from the date of your initial appointment with Ameriprise Financial. You further understand and agree that failure to obtain all required licenses and registrations within the allotted time-frame will result in the termination of all your active registrations with Ameriprise Financial and the immediate termination of this Agreement."

The terms and conditions of the Agreement, as modified by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in duplicate on

20

AFA Name

First
Matt

MI Last
V Fiamengo

Area Office Number
100

AFA Signature

X *Matt V Fiamengo*

Date (MM/DD/YYYY)

8/27/15

Employing/Contracting Advisor Name

First
Kenneth

MI Last
Bickford

Employing/Contracting Advisor ID
80708

Ameriprise Financial Services, Inc. Assistant Secretary Signature

X *Diana Roberts*

Date (MM/DD/YYYY)

9-11-15

Sign On Page 1
Fax # 1.855.263.0223

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EXHIBIT 96

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 97

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 98

Provisionally Filed Under Seal

Pursuant to LR26.2(c)

EXHIBIT 99

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

ALLSTATE LIFE INSURANCE
COMPANY,

Plaintiff,

v.

JEFFREY STILLWELL, STILLWELL
FINANCIAL ADVISORS, LLC, and
THERESA FRANCY,

Defendants.

Case No. 3:15-cv-08251-AET-
TJB

JEFFREY STILLWELL,

Counterclaim-Plaintiff,

v.

ALLSTATE LIFE INSURANCE
COMPANY,

Counterclaim-Defendant.

DECLARATION OF JEFFREY STILLWELL

I, Jeffrey Stillwell, declare as follows:

1. From June 2008 until September 11, 2015, I was affiliated with Allstate Life Insurance Co. (“ALIC”) and Allstate Financial Services, LLC (“Allstate Financial”) as an Exclusive Financial Specialist (“EFS”).

2. ALIC sells life insurance and other fixed products.

3. Allstate Financial is a securities broker-dealer and a member of the Financial Industry Regulatory Authority (“FINRA”). During my affiliation with Allstate Financial, I was a FINRA registered representative of Allstate Financial.

4. During my affiliation with ALIC and Allstate Financial, I sold “fixed products,” including whole and term life insurance, fixed annuities, and disability insurance exclusively through my affiliation with ALIC. I also sold “variable products,” such as variable annuities and securities products exclusively through my affiliation with Allstate Financial.

5. During my affiliation with Allstate Financial, I had approximately 150 clients with variable investment products provided through Allstate Financial.

6. During my affiliation with ALIC, I sold thousands of life insurance and other fixed products to over 1000 different clients through ALIC.

7. During the time I was affiliated with ALIC and Allstate Financial, I employed Theresa Francy as my operations manager.

8. During the time I was affiliated with ALIC and Allstate Financial, I employed Adam Kay and Russell Vultee to support my fixed business, primarily assisting me in selling life insurance products. Kay and Russell were employed by me and not ALIC or Allstate Financial.

9. During my affiliation with ALIC and Allstate Financial, I was an independent contractor. As an independent contractor, I was responsible for my own expenses and for hiring and compensating my own employees.

10. Because I was responsible for my own expenses, I was required to purchase computers for myself and for my staff to use in conducting my business. I also was required to purchase a client contact database, called the ACT Database, which I purchased in order to protect myself in the event of any complaints by clients concerning their Allstate Financial registered investment products. In fact, when I requested that ALIC purchase computers for me to use, ALIC refused because I was an independent contractor. Similarly, I had to purchase my own client contact database, because I was an independent contractor.

11. The ACT Database, which was maintained by Ms. Francy, was used to maintain client information, particularly notes of communications with Allstate Financial clients and recommendations to Allstate Financial clients.

12. On September 11, 2015, I resigned my affiliation with ALIC and Allstate Financial. At that time, I opened Stillwell Financial Advisors, LLC (“SFA”). SFA offers financial services products through Ameriprise Financial Services, Inc. (“Ameriprise Financial”).

13. On September 11, 2015, Mr. Kay, Mr. Vultee, and Ms. Francy also resigned their affiliation with ALIC and Allstate Financial. At that time they became employed at SFA.

14. Throughout my affiliation with ALIC and Allstate Financial, in the regular course of business, I accumulated a substantial amount of electronic data related to the clients that I serviced. Ms. Francy stored and maintained this data, on my behalf, on the computers I had purchased for my business.

15. In preparing for my September 11, 2015 resignation of my affiliation with ALIC and Allstate Financial, I never considered that ALIC would want the electronic data stored on computers I had purchased and Ms. Francy maintained during the regular course of my business.

16. ALIC's and Allstate Financial's emphasis had always only been on the return of hard copy files in the event an EFS resigned. I had never heard of an EFS returning electronically stored information at the time of resignation, nor had I ever heard that I had any obligation to return electronically stored information.

17. At the time I resigned, I did not intentionally take or retain any electronic files containing customer information with the intention of using them to solicit Allstate clients or for any other reason. Nor did I instruct Ms. Francy to take or retain any electronic files containing customer information.

18. Rather, at the time I resigned my affiliation with ALIC, Ms. Francy simply retained the personal computers that I had purchased for my business and that she used on a regular basis in furtherance of her employment.

19. On September 11, 2015, I spoke with Howard Diamond regarding my resignation of my affiliation with ALIC and Allstate Financial. Mr. Diamond had been my immediate supervisor during the time I was affiliated with ALIC and Allstate Financial. I asked him what to do with my client files. Mr. Diamond instructed me only to box up the hard copy files I maintained with respect to my securities clients – meaning the “registered” clients I serviced through Allstate Financial – so that he could come pick them up. Mr. Diamond never instructed me to return anything else. As instructed, Ms. Francy and I boxed up my hard copy files regarding my securities clients and notified Mr. Diamond that they were ready for pick up. Mr. Diamond did not instruct me to do anything to return or delete any files that I maintained electronically. Mr. Diamond was aware that I maintained electronic files because I had asked him if ALIC or Allstate Financial would pay to purchase computers and software for a client contact database for my business.

20. At the time of my resignation, no one else from ALIC or Allstate Financial instructed me to take any steps to return or delete my electronic files.

Upon providing the hard copy files to Mr. Diamond, I believed I had complied in full with my obligations to return data to ALIC.

21. In November 2015, I learned that ALIC's counsel had asked my counsel for the return of an electronic client database that Ms. Francy had maintained for me on the computers that I had purchased while we were affiliated with ALIC. Within days of that request, we provided the computers that I owned and Ms. Francy used while we were affiliated with ALIC to a third party vendor of ALIC's choice.

22. Ms. Francy and I have not been in the possession of the computers used during our affiliations with ALIC and Allstate Financial and which contained information relating to customers serviced at ALIC or Allstate Financial since November 2015, when we turned them over to a third party vendor at ALIC's request.

23. During the period in which the returned electronic files remained in our possession (September 11, 2015 – Mid-November 2015), I did not access or use any data on these computers pertaining to ALIC or Allstate Financial clients, nor did I disclose the information to anyone or use it to solicit any ALIC or Allstate Financial clients to transfer to SFA.

24. I purchased new computers through Ameriprise Financial to use at SFA.

25. After I resigned my affiliation with ALIC and Allstate Financial, I contacted customers I had serviced through Allstate Financial (some of whom also had ALIC policies), for the sole purpose of announcing (not soliciting) my new affiliation. I contacted these customers using a list that Ms. Francy and I created from memory and publicly available sources. That list contained names and contact information of approximately 150 Allstate Financial clients.

26. I made these announcements because I wanted my Allstate Financial customers with variable products to know that I was no longer affiliated with Allstate Financial and how to reach me if they had a question about their investments. This was important because Allstate Financial business is governed by FINRA rules, and I wanted those customers to be able to reach me to protect against customer complaints in the event that a customer had a question and Allstate Financial was unable to assist them.

27. I did not make announcements to any customers that I serviced solely through ALIC. In fact, my intent and hope was for ALIC customers to whom I sold insurance and fixed annuity products to keep those products at ALIC. It was in my own best interest for them to do so, as I am entitled to receive continuing commissions on products sold at ALIC even after the termination of my EFS Agreement. Furthermore, the type of products I sold on through ALIC – life insurance, disability insurance, and fixed annuities – are generally not transferable.

28. After my resignation from ALIC, I would have liked to have assisted ALIC in retaining the policies that I sold while at ALIC, but ALIC did not permit me to talk to clients about those policies.

29. I am not aware of any ALIC policies that have been cancelled, surrendered, or lapsed in order for the client could do business with me at SFA.

30. I wrote a 409A nonqualified deferred compensation plan at SFA for a client by the name of Munoz 2 Brothers in December 2015.

31. Neither Munoz 2 Brothers, nor a related entity owned by the members of the Munoz family were clients of ALIC during the time that I was affiliated with ALIC. However, I did sell life insurance policies to three members of the Munoz family, Ketty Munoz, Maria Munoz, and Manny Munoz. To my knowledge, those life insurance policies remain in place at ALIC today.

32. My relationship with the Munoz family was not the result of any lead provided by ALIC or an Exclusive Agent. Before I wrote life insurance policies for any member of the Munoz family at ALIC, members of the Munoz family had done business with my wife, who owns a general insurance agency, and with my close friend, Gus Campisano, who owns a transportation insurance agency. It was through these relationships, and not through ALIC, that I developed a relationship with the Munoz family. I then leveraged my relationship with them to successfully offer them ALIC life insurance.

33. Prior to September 11, 2015, I had discussions with executives of Munoz 2 Brothers and the company's accountant regarding a 409A nonqualified deferred compensation plan for the company. Munoz 2 Brothers was not ready to move forward on the plan before September 11, 2015.

34. After I resigned my affiliation with ALIC, I did not make an announcement to Munoz 2 Brothers, Munoz Trucking, or any member of the Munoz Family that I had left ALIC. Rather, an executive of Munoz 2 Brothers contacted me after I left ALIC regarding the 409A deferred compensation plan.

35. If Munoz 2 Brothers had decided to move forward with that deferred compensation plan prior to September 11, 2015, I would have written that plan at ALIC. In fact, my payout on the 409A deferred compensation plan for Munoz 2 Brothers would have been higher had I written it at ALIC. I did not make any effort to delay writing the plan during my affiliation with ALIC.

36. Pursuant to the Supplement for the L2000 Agreement ("Supplement"), I am eligible to receive Post Termination Commission Payments ("PTC payments") on products I sold while at ALIC, continuing for the shorter of either the duration of the renewal period or ten years.

37. Since my resignation, I have received weekly commission statements by email ("PTC Statements") which track the continuing commissions owed for the products I sold while at ALIC verses any Chargebacks to me. These weekly

PTC Statements contain information regarding virtually every client I serviced at ALIC and who had a policy in place at the time I resigned my affiliation with ALIC, including client names and information regarding the client's policy.

38. The PTC Statements also show the amount of PTC Payments I am entitled to receive from ALIC for the week in question. These amounts range from approximately \$600 to \$5000 depending on the number of policies renewed and any policies that may have terminated. I estimate that the PTC payments represent approximately \$80,000 in annual compensation to me.

39. Since my resignation from ALIC, I have not received PTC payments on a weekly basis, because ALIC claims I had a "debit balance" that I was required to repay to ALIC before it would begin paying my PTC Payments. This alleged "debit balance" included the amount of an Assets Captured Bonus ("ACB") that ALIC paid to me in August 2015, which ALIC contends is unearned and that I must repay. The "debit balance" also included Chargebacks against advanced commissions paid to me before I resigned.

40. No one ever advised me that I would need to stay until January 2016 or I would have to repay the ACB I received in August 2015.

41. Since January 2017, the amount of PTC Payments owed to me verses the amount of Chargebacks deducted has been positive in my favor, but ALIC did not begin making weekly PTC payments to me at that time.

42. Rather, despite having an affirmative claim for the ACB, ALIC has engaged in self-help to take this money from me prior to any determination on this issue from this Court, by offsetting the amount it alleges is owed against my PTC Payments.

43. ALIC did not begin making regular weekly PTC Payments to me until May 2018, after it had taken the entire amount of the ACB that it had paid to me in August 2015 over my objection.

44. Other than the PTC Statements sent weekly to me by ALIC, I have not used or accessed any data or information pertaining to ALIC clients or business since September 11, 2015.

I declare under penalty of perjury that the foregoing is true and correct in accordance with 28 U.S.C. § 1746.

Executed this 7 day of December, 2018

A handwritten signature in black ink, appearing to read "Jeffrey Stillwell", is written over a horizontal line.

Jeffrey Stillwell